

## Amendment 205 Contract No. 229944

### To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 205 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 14<sup>th</sup> day of May, 2012, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to remove the customer service office hours of operations from the Customer Service Terminal (CST) sales receipts for Community Transit (CT) and Everett Transit (ET). This work is more fully described in Change Request CR-070419 *CT & ET CST Hours of Operation V5.0*.
- C. The Parties agree that the Work necessary to remove the hours of operation from the CT and ET CSTs will be performed and compensated as described below.

## **Agreement**

### **Section 1.0 Description of Work**

- 1.1 The Contractor will perform the work necessary to remove the customer service office hours of operations from the CST sales receipts for CT and ET. CT has three (3) CSTs and ET has two (2) CSTs. The Contractor will:
- (a) Change the local settings for Hours of Operation on each CST by removing the value and leaving the field blank.
    - i. For all CT CST receipts, that print the hours, the receipt standardized language will contain only the following information: Community Transit, Lynnwood Ridestore, 425-348-2350
    - ii. For all ET CST receipts that print the hours, the receipt standardized language will contain only the following information: Everett Transit, 3201 Smith Avenue, Suite 136, Everett, WA 425-257-7777
  - (b) The value change described in requirement 1.1 (a) will update the format for the following receipts:
    - i. Card Balance Inquiry Receipt
    - ii. Transaction History (Card Transaction Log)
    - iii. Transaction Reversal Receipt
    - iv. Autoload Payment Receipt
    - v. Replacement Card Request Payment Receipt
    - vi. Refund Request Payment Receipt
  - (c) The value change described in requirement 1.1 (a) will update the format to the shift reports. The hours of operation will be removed

### **Section 2.0 Schedule:**

- 2.1 The work described in Section 1.0 will be completed by April 26, 2012.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

### **Section 3.0 Compensation Changes**

- 3.1 Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

## VI. IMPLEMENTATION

### SPECIAL PROGRAMS

<b>LUMP SUM COST</b>
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The Contractor will perform the work necessary to remove the CSO hours of operation from the CST sales receipts for CT and ET.	
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**TOTAL**

**\$637**

#### Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Two Hundred and Five shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

**Vix Technology (USA) Inc.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

*[Signature]*  
General Manager  
5/4/12

**The Agencies**

By: \_\_\_\_\_

Their: \_\_\_\_\_

On behalf of the Agencies

Date: \_\_\_\_\_

*[Signature]*  
Operations Manager  
May 14, 2012